

Statewide Contract for Telecommunications Services from QWEST - SBPO 1166

Statewide contract for Telecommunications Services for various State of Idaho agencies, institutions, and departments for the period of November 10, 2003 to November 9, 2008, plus two 2-year renewal options subject to mutual agreement between the parties. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this master contract on an as-needed basis.

Contract # / Title:	SBPO 1166 / Telecommunications Services
Delivery Zone / Area:	Statewide
Contract Usage Type:	Category Dependent per the Master Service Agreement (MSA)
Public Agency Clause:	Yes
Contract Administration:	Mark Little, 208-327-7359, mlittle@adm.state.id.us (Buyer) Joe Roche, 208-332-1840, jroche@adm.state.id.us (Administration)
Contractor:	QWEST
Contact:	Susie Davidson
Order/Payment Address:	999 Main Street, Eighth Floor Boise, ID 83702
Phone Number:	208-364-3970
Fax Number:	
E-mail:	sdavids@qwest.com

Contractor: Ship to the FOB Destination point and bill according to the Master Service Agreement. Do not mail invoices to the Division of Purchasing. Notating the contract number on any invoices/statements will expedite payment.

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Idanet™ MASTER SERVICES AGREEMENT

This MASTER SERVICE AGREEMENT ("MSA") is made this 10th day of November, 2003 ("Effective Date") by and between Qwest Corporation, a Colorado_____corporation_____, with offices at 999 Main Street Boise, Idaho ("Provider") and the State of Idaho (State), acting through its Department of Administration, Division of Purchasing.

Article I. GENERAL TERMS AND CONDITIONS

Section 1.01 **DEFINITIONS**

- a) **Idanet:** The State's digital broadband initiative to establish a single, consolidated network under a single administrative domain that is shared by the State in order to conduct state business. This single, consolidated network is a collection of telecommunications services, State-acquired equipment, components, maintenance agreements, staff, processes and procedures that allow for the easy flow of data and use of information technology resources.
- b) **Idanet Services Manager (ISM):** The Department of Administration's representative who will be the principle operational liaison with the Provider and who is responsible to co-administer with the Division of Purchasing multiple Idanet MSAs.
- c) **Initial Response:** The first and primary reaction from the Provider in response to a trouble report placed by the SNOC. The Provider's Initial Response to the SNOC at a minimum must contain information about the probable cause(s) of the trouble and possible courses of resolution. The Provider and the SNOC shall mutually agree upon a time for the next status report. For Major Trouble, the Provider must issue its Initial Response within one (1) hour of the trouble report; for Minor Trouble, the Provider must issue its Initial Response within two (2) hours of the trouble report.
- d) **Master Service Agreement (MSA):** This contract document and any Service Order issued pursuant to this document and the Provider's targeted service level objectives.

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- e) **Major Trouble:** Major trouble is defined as any one or combination of the following: (i) the loss of a critical business function; (ii) the failure of a critical Idanet circuit; or (iii) the loss of data Service at a critical Idanet facility. Critical business function is defined as a discipline directly related to life safety, public safety, finance or revenue and taxation. Critical Idanet circuits are defined as any circuit with a capacity of DS3 or greater. Critical Idanet facilities are defined as any location with a circuit connection of OC3 or greater.
- f) **Minor Trouble:** Minor trouble is defined as network problems not classified as Major Trouble but which fail to meet performance objectives identified pursuant to Section 2.03.
- g) **Point of Demarcation:** The point within a building or within part of a building where the responsibility of the Provider ends and the responsibility of the User begins. The building, or part of a building, may be owned, leased or rented by the State.
- h) **Provider:** The sole proprietorship, partnership, consortium, corporation or other form of business entity that is obligated under this MSA to offer, install and maintain telecommunications services to Users.
- i) **Public Agency:** Any political subdivision of the state of Idaho, including, but not limited to counties; cities; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho.
- j) "Service" will mean those Telecommunications Services and other related Services ordered by User and provided by Qwest pursuant to a Service Order, subject to the terms and conditions of this MSA and the applicable Service Order.
- k) **Service Order:** A document provided by the User to Qwest, in the form of a Sales Order as identified in Exhibit 1, which identifies the type of Service desired and provides all information necessary for Qwest to provide the Service to User, including but not limited to the following: quantity and type of Service;

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location served; Point of Demarcation; protocols; Service Term; Requested Service Date.

- l) State Network Operations Center (SNOC):** A place from which Idanet is supervised, monitored, and maintained. The SNOC may be consolidated or distributed and may be staffed by State employees, service bureau staff or both. It may be comprised of a room or rooms containing visualizations of Idanet, workstations at which the detailed status of the network can be seen, and the necessary software to manage it. The SNOC is Idanet's focal point for network troubleshooting, software distribution and updating, switch and network management, performance monitoring, and coordination with affiliated networks.
- m) State:** The state of Idaho, acting through its Department of Administration, Division of Purchasing on behalf of the Users.
- n) Telecommunications Services:** The transmission of two-way interactive signs, signals, writing, images, sounds, messages, data, or other information of any nature by wire, radio, lightwaves, or other electromagnetic means that originate and terminate in Idaho, and are offered to or for the public, or some portion thereof, for compensation.
- o) User(s):** Mandatory or Voluntary User(s), as defined herein, or both, as the case may be. Mandatory users are all departments and institutions of state government referenced in Idaho Code § 67-5747(a)(i), including but not limited to departments, agencies, commissions, councils and boards, which must be provided telecommunications services under this or another MSA. Voluntary Users are institutions of higher education and elected officers in the executive department, as referenced in Idaho Code § 67-5747(a)(ii) and the legislative and judicial departments as referenced in Idaho Code § 67-5747(a)(iii) along with a Public Agency, as defined herein, which may be provided telecommunications services under this or another MSA.

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Section 1.02 SERVICES

- a) **Nature:** The Provider acknowledges and agrees that this MSA is entered pursuant to and in accordance with Idaho Code § 67-5747 and the statutes and rules governing the Department of Administration, Division of Purchasing. The Provider further acknowledges and agrees that by entering into this MSA it is obligated to utilize this MSA when doing business with all Mandatory Users.
- b) **Scope:** The Services acquired herein may be provided in all counties in the state of Idaho except for the following: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah and Shoshone.
- c) **Variety:** The Telecommunication Services acquired herein include, but are not limited to, Asynchronous Transfer Mode (ATM), frame relay, and DS1/DS3 private line. Future emerging Services may be added to this MSA when and where they become available and affordable.
- d) **E-Rate Service:** The Provider acknowledges and agrees that all Telecommunications Services offered and installed under this MSA must be eligible for E-rate discounts. Qualifying schools or libraries may acquire Services offered through this MSA and related E-rate discounts must apply.

Section 1.03 TERM and NON-EXCLUSIVITY

This MSA is for an initial 5-year term with two 2-year renewal options. Similar Services may be obtained under a different Idanet Master Service Agreement with another provider, in accordance with the terms of an MSA of another provider.

Individual Service Orders placed under this MSA, notwithstanding termination under Section 1.08, shall be for a period of not less than twelve (12) months and not more than sixty (60) months plus any authorized renewal period.

Section 1.04 GENERAL INSURANCE REQUIREMENTS

For the duration of the MSA, the Provider shall maintain in effect all insurance as required herein and comply with all limits, terms and conditions stipulated therein. Policies shall provide, or be endorsed to provide, all required coverage.

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Within two (2) weeks after signing this MSA, the Provider must provide certificate(s) or certified endorsement(s), as applicable, of the insurance required.

Automobile and general liability insurance required by this section shall name the State as an additional insured and shall be with insurers rated A-VII or better in the latest Best's Rating Guide and in good standing and authorized to transact business in Idaho. The coverage provided by such policy shall be primary to any coverage of the State on or related to this MSA, subject to the indemnification provisions of the Agreement and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All required policies shall endeavor to provide thirty (30) days' notice to the State prior to any cancellation, refusal to renew or a reduction in the required limits of the coverage provided under this Contract.

Policies may contain deductibles but such deductibles shall not be deducted from any damages due to the State.

By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect the Provider and such coverage and limits shall not be deemed as a limitation on any of the Provider's liabilities under the indemnities granted to the State.

The amount of such insurance shall be not less than:

- Worker's Compensation Insurance in amounts as required by statute. A qualified self-insurer of workers compensation in the State of Idaho can be relied on to satisfy the workers compensation and employers liability requirements of the MSA provided proof of self insurance for workers compensation is provided to the State in writing.
- Employer's liability limit of \$1,000,000.
- Automobile Liability including non-owned and hired of \$1,000,000.
- Commercial General Liability and Umbrella Liability Insurance including Contractual Liability and Personal Injury of \$1,000,000.



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Section 1.05 PUBLIC INFORMATION

- a) **Press Releases:** The Department of Administration's chief Public Information Officer must approve in writing in advance any press releases issued by the Provider regarding this MSA or Idanet™.
- b) **Public Records:** The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST, OF THE INFORMATION CONTAINED IN THIS MSA WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW. If the Provider considers any provision of this MSA to be exempt from disclosure as a trade secret or otherwise, the burden is on the Provider to specifically identify such provision. PRICES QUOTED IN THIS MSA ARE NOT A TRADE SECRET. The State, to the extent allowed by law and in accordance with these terms and conditions, will honor a designation of nondisclosure. The Provider will be required to defend any claim of trade secret or other basis for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure.
- c) **Use of the State of Idaho Name:** The Provider agrees that it will not, prior to, in the course of, or after performance under this MSA use the State's name in any advertising or promotional media as a customer or client of the Provider without the prior written consent of the Idaho Department of Administration's chief Public Information Officer.

Section 1.06 PRICING

- a) **"Most Favored Pricing":** Pricing offered by the Provider shall always be the most favorable pricing offered to any other customers of similar size, complexity and scope and similar terms. If the Provider separately offers lower pricing to any Voluntary User, with the exception of educational discounts offered to educational institutions, or Public Agency, the Provider must offer the same lower pricing to all Users.

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- b) The Services may be subject to the federal Universal Service Fund Fee (“USF Fee”). With the exception of the USF Fee and any tariff adjustments provided for in Section 1.06(d), pricing under this MSA is all-inclusive. The User is responsible to pay (as a direct pass-through) the USF Fee, in addition to the monthly recurring charges set forth in this MSA. The Provider shall show the USF Fee as a separate item on the billing required by Section 2.08. If additional third party fees or surcharges become applicable to the Services provided under this MSA, the User shall be responsible to pay those, upon and after their effective date (also as a direct pass-through) and the Provider shall show such fees or surcharges as a separate item on the billing required by Section 2.08. The Provider shall notify the User in writing as soon as possible of such fees or surcharges.
- c) **Price Ceiling:** The Provider’s pricing represents a maximum price for a given Service over the initial term of the MSA, except as provided in Section 1.06(d).
- d) **Adjustments:** Annual pricing increases to MSA extensions following the initial five (5) year term shall not exceed three percent (3 %) per renewal period.

Section 1.07 LATE PAYMENT & EARLY TERMINATION

- a) **Late Payment Fees:** A late charge shall be assessed and accrue at the rate determined in the application of Idaho Code § 63-3045 commencing ten (10) calendar days after payment is due. Payments will be made in accordance with Idaho Code § 67-5735.
- b) **Early Termination Charges:** If early termination is prior to installation of Service as requested in a valid Service Order, charges shall be those actual expenses incurred by Qwest through the date of termination.
- c) **Early Termination Charges within first 12 months:** If during the first twelve months of any Service Order, the User terminates a Service Order, or circuit contained therein, for any reason other than Cause, the User shall pay a termination charge of one hundred percent (100%) of the monthly charges quoted

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in the Service Order (or the applicable fraction thereof) multiplied by the number of months remaining in the first twelve months of the Service Order, plus a termination charge of fifty percent (50%) of the monthly reoccurring charges quoted in the Service Order (or the applicable fraction thereof) multiplied by the number of months remaining in the term of the Service Order after the first twelve months plus the balance of all billed but unpaid recurring and all outstanding nonrecurring charges. Cause is defined in Section 1.08.

d) Early Termination Charges after first 12 months: After installation and after the first twelve months of a Service Order, if the User terminates any Service Order, or circuit contained therein, for ongoing Services, other than pursuant to Section 1.08, the User shall pay a termination charge of fifty percent (50%) of the monthly reoccurring charges quoted in the Service Order (or the applicable fraction thereof) multiplied by the number of months remaining in the term of the Service Order after the first twelve months plus the balance of all billed but unpaid recurring and all outstanding nonrecurring charges. Cause is defined in Section 1.08.

e) Termination Liability Avoidance: The User may avoid termination charges for a circuit if a circuit of equal or greater value is ordered within 30 days of removal. The disconnected circuit must have been in place at least 12 months and the new circuit is ordered for at least the remaining contract term of the disconnected circuit. If the circuit is disconnected prior to 12 months, then Section 1.07(c) applies.

Section 1.08 MSA TERMINATION

a) For Cause: The State may terminate the MSA or any order issued pursuant to the MSA when the Provider has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed ten (10) calendar days, after receipt of such notice. If the MSA is terminated for material breach, the Provider will be responsible for proven direct costs and/or damages incurred by the State for placement of a new MSA. The State, upon termination for material breach, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

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- b) **For Non-appropriation:** It is understood and agreed that the State is a government entity, and this MSA shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The State reserves the right to terminate this MSA, in whole or in part, if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payment or requires any give-back of funds as may be required for the State to continue payment, or if the executive branch mandates any cuts or holdback in spending. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this MSA. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

Section 1.09 PUBLIC AGENCY USE

MSA Services and prices shall be extended to other "Public Agencies."

Section 1.10 AMENDMENT

Any changes to this MSA or any Service Order issued hereunder must be mutually agreed upon via a written amendment to be effective.

Section 1.11 TAXES

The state of Idaho is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Provider. If the Provider is required to pay any taxes incurred as a result of doing business with the state of Idaho, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this MSA, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this MSA becomes effective, the state of Idaho will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the state of Idaho be responsible for personal property taxes affecting items subject to this MSA at the time it becomes effective.

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Section 1.12 SAVE HARMLESS

The Provider shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, to the extent caused by or arising from the negligent or wrongful acts or omissions under this MSA of the Provider, its employees, agents, or subproviders that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. IN NO EVENT WILL PROVIDER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. The Provider shall have no indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the State.

Section 1.13 SUBCONTRACTING

The Provider may enter into any subcontract relating to the performance of this MSA or any part thereof. The Provider's use of subcontract shall not in any way relieve the Provider of responsibility for the professional, technical accuracy and adequacy, and timeliness of the work. The Provider shall be and remain liable for all aspects of the MSA and all damages to the State caused by negligent performance or non-performance of work under the MSA by the Provider's subprovider or its sub-subproviders. The Provider shall not subcontract the management, oversight, operational, or technical control of the MSA.

SECTION 1.14 ASSIGNMENTS

Neither this MSA nor any Service Order or any interest therein shall be transferred by the Provider to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a MSA without approval shall cause the annulment of the MSA or Service ordered so transferred, at the option of the State. All rights of action, however, for any breach of such MSA by the contracting parties are reserved to the State. However, subject to the provisions contained herein, the Provider may assign this MSA or any Service Order without prior written consent to any entity that controls, is controlled by, or is in common control with the Provider or to any successor in interest to the Provider or if

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necessary to satisfy the rules, requirements and/or regulations of any federal, local or state governmental agency. In the event of such an assignment, the Provider shall remain fully responsible and liable for performance.

Section 1.15 PATENT and COPYRIGHT INDEMNITY

The Provider shall indemnify and hold harmless and shall defend at its own expense any action brought against the State based upon a claim that the Services provided under this MSA infringes any United States patent, trademark, copyright or trade secret. The Provider will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that the Provider shall be notified promptly in writing by the State of any notice of such claim; (ii) that the Provider shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with the Provider in a reasonable way to facilitate settlement or defense of any claim or suit.

The Provider shall have no liability to the State under any provision of this clause with respect to: any claim of infringement that is based upon (i) State content; (ii) unauthorized modifications to the Telecommunications Services by the State; (iii) the Provider's adherence to the State's written requirements; or (iv) the use of the Telecommunications Services in violation of this MSA.

Should the Telecommunications Services become, or in the Provider's opinion be likely to become, the subject of a claim of infringement, the State shall permit the Provider, at its option and expense, either to procure for the State the right to continue using the Telecommunications Services, to replace or modify the Telecommunications Services so that it becomes non-infringing, or, if those alternatives are not reasonably available, the Provider may terminate the Telecommunications Services without liability except as otherwise provided in this MSA.

SECTION 1.16 PROVIDER RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties hereto that the state of Idaho is in no way associated or otherwise connected with the performance of any Service under this MSA on the part of the Provider or with the employment of labor or the incurring of expenses by the Provider. Said Provider is

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an independent provider in the performance of each and every part of this MSA, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this MSA, whether it may be for personal injuries or damages of any other kind. The Provider shall exonerate, indemnify and hold the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Provider or Provider's employees engaged in performance under this MSA. The Provider will maintain any required workman's compensation insurance. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this MSA or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The State does not assume liability as an employer.

SECTION 1.17 ANTI-DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this MSA binds the Provider to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this MSA. The Provider must include this provision in every subcontract relating to this MSA.

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SECTION 1.18 STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Provider to fully comply with Idaho law regarding the minimum wage law for residents hired to help on projects and jobs in Idaho.

SECTION 1.19 CONFIDENTIAL INFORMATION

Pursuant to this MSA, a party may collect, or a party may disclose to the other, financial, personnel or other information that a party regards as proprietary or confidential (“Confidential Information”). Confidential Information shall belong solely to the owner. The party shall use such Confidential Information only in the performance of its Services under this MSA and shall not disclose Confidential Information or any advice given by it to a party to any third party, except with the prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then, only upon timely notice to the other. A party may require that the other party’s officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the own upon termination of this MSA. The confidentiality obligation contained in this section shall survive termination of this MSA. “Confidential Information” shall not include data or information that:

- a) Is or was in the possession of the other party before being furnished by the other party, provided that such information or other data is not known by the party to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- b) Becomes generally available to the public other than as a result of disclosure by the party; or
- c) Becomes available to the party on a non-confidential basis from a source other than the other party, provided that such source is not known by the other party to be subject to a confidentiality agreement with or other obligation of secrecy to the other party.

The State’s obligations under this section are subject to the Idaho Public Records Law.

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SECTION 1.20 FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Provider shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Provider. The Provider shall make every reasonable effort to complete performance as soon as possible.

SECTION 1.21 GOVERNING LAW; VENUE AND SEVERABILITY

This MSA shall be construed in accordance with, and governed by the laws of the state of Idaho. Except to the extent the provisions of the MSA are clearly inconsistent therewith, the MSA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). Any action to enforce the provisions of this MSA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this MSA is held to be invalid or unenforceable by a court, the remaining terms of this MSA will remain in force. Warranties are addressed in Section 2.03.

Limits of Liability: For service issues it is as provided in Section 2.05(b), Out of Service Credits. For all other claims, Provider's aggregate liability shall be limited to the aggregate value of the contract or \$1,000,000.00 (One million dollars), whichever is greater.

SECTION 1.22 ENTIRE AGREEMENT; HEADINGS

This MSA, with any Service Order issued pursuant to this MSA and the Provider's targeted service level objectives, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties.

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The terms of the MSA shall prevail notwithstanding any variances with the terms and conditions of any other order submitted by the state of Idaho. Any headings contained in this MSA are for convenience only.

SECTION 1.23 OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement, representation or warranty made herein or in connection with this MSA. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this MSA.

SECTION 1.24 NOTICE

Notices will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice (in the case of facsimile or overnight delivery service), or three (3) days after mailing if by regular mail. Notwithstanding the foregoing, in the event of facsimile notice, the confirming original must be sent by overnight delivery service for notice to be deemed effective. Either party may change its address by providing written notice to the other party.

If to State: Division Purchasing

Attn: _____

Fax #: _____

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If to Provider:

Qwest Corporation
1801 California Street 38th Floor
Denver, CO 80202

Attn: **VP Legal Affairs**
Department, Commercial Law
Fax #: 303-295-6973

Copy to : Local Account Team
999 Main St. 8th Floor
Boise, ID 83702



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Article II. SERVICE LEVELS

Section 2.01 STATE RESPONSIBILITIES

- a) **Assigning a Services Manager:** Except as otherwise provided in this MSA, the State shall assign its primary point of contact known as the Idanet™ Services Manager. Idanet project management and coordination shall be through the ISM. The ISM will facilitate the review and approval of all Provider furnished documentation, network drawings, progress reports, test plans and procedures as required and requested.
- b) **Establishing a State Network Operations Center:** The State shall establish its State Network Operations Center. The SNOC's responsibilities will include (i) service management; (ii) monitoring network performance; and (iii) providing 24 x 7 first-level technical support. The State reserves the right to use internal or outsourced resources, or both, in its SNOC.
- c) **Obtaining and Securing Networking Equipment:** The State shall obtain, install and maintain all equipment, software, wiring, and power sources necessary for interconnection with the Provider's network services up to the Point of Demarcation. The State will maintain its facilities up to the Point of Demarcation in accordance with industry standards. Further, the State, at its expense, shall take reasonable physical and information systems security measures necessary to protect all State-acquired or Provider-owned equipment located on State premises.
- d) **Reasonable Access to State Sites:** The State shall ensure reasonable access for the Providers' employees and their subproviders' employees to State sites where network services will be or have been installed. Access will be provided for the purposes of installation and preventative and corrective maintenance.

Section 2.02 PROVIDER RESPONSIBILITIES

- a) **Filing Individual Case Based Contracts (ICB's):** The State represents that less than ten percent (10%) of the data traffic traversing the Provider's

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network will be interstate. If necessary, the Provider shall file ICB's with the appropriate regulatory authority and supply copies to the Division of Purchasing. The Provider shall indemnify and hold harmless the State or User(s) should the Provider fail to promptly file or incorrectly file an ICB.

- b) **Assigning Account Team and Providing an Escalation List:** The Provider shall assign an account team made up of the following functional positions: an Executive Sponsor, an Account Manager, a Network Engineer and a Billing Specialist. This account team will be assigned within thirty (30) calendar days after signing this MSA. The Executive Sponsor will be empowered to authorize credits and mobilize Provider resources; the Account Manager will liaise with the ISM; the Network Engineer will assist with network design and capacity planning; and the Billing Specialist will correct erroneous billings. The Qwest local Account Team will meet with the State at least quarterly to discuss issues such as billing, and credit adjustments.

Upon request of the State, the Provider will submit an escalation list to the ISM. The escalation list will contain the contact name, work phone number, cell phone number, home phone number and e-mail address for each member of the account team. The Provider will deliver this list to the ISM within five (5) business days after request.

- c) **Provide 7 x 24 network monitoring:** The Provider agrees to maintain a 7 x 24 x 365 manned network operations center to monitor services used by the State.
- d) **In-Service Date Notification:** Qwest shall notify User of the date Service is available for use. In the event User informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for User for a period not to exceed thirty (30) business days from such date ("Grace Period"). If after the Grace Period, User still has not accepted Service, Qwest may terminate the subject Service and invoice per section 1.07(b). The User shall provide notice of acceptance of Service.

Section 2.03 PERFORMANCE OBJECTIVES

Qwest warrants its network elements including without limitation hardware, equipment and cables are designed to meet Qwest's service objectives submitted pursuant to this section. Qwest warrants that all interfaces and protocols extended

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to the customer are designed to meet the specifications described in Qwest Technical Publications. These Qwest Technical Publications may include specifications from, but are not limited to, the ATM Forum, the Frame Relay Forum, EIA/TIA, ANSI or ITU. There are no other warranties expressed or implied. Remedies that apply to this area are contained in 2.05(b).

Further, the Provider will submit to the SM within five (5) business days after signing the MSA the Provider's targeted service level objectives for its network for each of its offered Services offered. Said objectives will include some or all of the following: availability, reliability, mean-time-to-repair (MTTR), mean-time-between-failure (MTBF), and bit error rate (BER). The targeted service level objectives will become part of and incorporated into this MSA as if set forth in full.

Section 2.04 **SERVICE MANAGEMENT**

- a) **Initiation of New Service:** The SNOC will place a Service Order for new Service either by fax or by e-mail. The format of the Service Order will conform to the example show in *Exhibit 1*. The due date for a Service Order will be mutually agreed upon when the SNOC places an order. If the Provider cannot complete installation after thirty (30) calendar days past the established due date for a Service Order, the State at its option may seek, without penalty, substitute Services from another Provider. Further, the SNOC will track the status of a Service Order via phone, written form or, preferably, electronic form.
- b) **Reconfiguration of existing Service:** The SNOC will place a Service Order for reconfiguration of Service either by fax or by e-mail. The format of the Service Order will conform to the example shown in *Exhibit 1*. The due date for a Service Order will be mutually agreed upon when the SNOC places an order. If the Provider cannot complete reconfiguration after thirty (30) calendar days past the established due date for a Service Order, the State at its option may seek without penalty substitute Services from another Provider. Further, the SNOC will track the status of a Service Order via phone, written form or, preferably, electronic form.
- c) **Disconnection of Service:** The SNOC will place a Service Order for discontinuance of Service either by fax or by e-mail. The format of the Service Order will conform to the example show in *Exhibit 1*). Except as otherwise provided in this MSA, the State is obligated to give the Provider no

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more than thirty (30) calendar day's notice. The State is not obligated to pay for Service beyond this thirty (30) calendar-day interval unless there is an early termination charge pursuant to Section 1.07(b), (c), or (d). The SNOC will track the status of a Service Order via phone, written form or, preferably, electronic form.

Section 2.05 PROBLEM MANAGEMENT

- a) **Trouble Reports:** The SNOC will place a trouble report either in written form (e.g., memo or fax) or, preferably, electronic form (e.g., web-based forms). Further, tracking progress of problem resolution will be accomplished via telephonic or electronic notification (e.g., web based or e-mail).
- b) **Out of Service Credits:** It is essential that the Services be provided uninterrupted. The Provider agrees to delivery of Service as agreed upon pursuant to this MSA and any Service Order issued pursuant to this MSA, including the targeted service level objectives. Failure to provide Services constitutes an event of default. If the Provider misses the Initial Response time for a Major Trouble, the Provider may be assessed \$250 (two hundred fifty dollars) credit per hour for each hour missed, up to eight (8) hours as described below. If the Provider misses the Initial Response time for a Minor Trouble, the Provider may be assessed \$150 (one hundred fifty dollars) credit per hour for each hour missed, up to eight (8) hours as described below.

If either a Major or Minor Trouble with Services has not been fully remedied after eight (8) hours from the time of the trouble report, \$750 (seven hundred fifty dollars) credit per hour may be assessed until such time as the Major or Minor Trouble is fully remedied. The State reserves the right to offset the amount of Out of Service Credits against other sums owing under this MSA or any Service Order issued hereunder. The Out of Service Credits provided for in this MSA are not exclusive and are cumulative to any other rights at law or in equity that the State may have. At no time shall the credits exceed the monthly recurring charge for the circuit under repair. The Provider shall not be assessed service credits when delay arises out of cause beyond the control and without the fault or negligence of the Provider.

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- c) **Chronic Trouble Remedy:** "Chronic Trouble" is a particular circuit for which (i) three or more trouble tickets have been opened for the same trouble within a 90-day period, or (ii) one service outage has occurred for a duration of more than 24 hours, or (iii) service outages accumulating one hundred twenty (120) hours or more over any period of one hundred eighty (180) consecutive calendar days and the cause of each such trouble is determined to be in Provider's network and is not the result of a cause beyond the control and without the fault or negligence of the Provider.

Whenever State or User reports to Provider and Provider confirms that a Service is a chronic trouble circuit, Provider will immediately perform a detailed investigation and report the findings to State and User. State or User may disconnect a specific Chronic Trouble circuit without incurring termination liability or further obligation, except for payment due and owing for Service received prior to termination, by providing Provider written notice, unless such circuit has remained trouble free for a period of thirty (30) days prior to such termination notice.

Section 2.06 MANAGEMENT REPORTING

- a) **Capacity Planning:** The Provider may if it commercially offers such service and the State may optionally subscribe to performance-based network management information. This information would be used by the State for capacity planning. Ideally, the Provider's reporting system will allow the State to look at network activity in the form of a "snapshot" (i.e. what's happening at a moment in time) and in the form of "trending" (i.e. what's happening over a period of time). The State prefers that such information be provided electronically in a graphical format and that the information is compatible with its existing network management tools.
- b) **Inventory Control:** The Provider may if it commercially offers such service and the State may optionally subscribe to inventory management information. This information would be used by the State for analyzing costs, service variety and service location. The Provider may offer this information in the form of a compact disc or via the Internet using a web browser.

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Section 2.07 PLANNED OUTAGES

The Qwest Account Team shall notify SNOC via e-mail or telephone 24 hours in advance of any planned network outage. In addition the SNOC or User shall be provided a Qwest website with any planned outages affecting the Provider's network.

Section 2.08 BILLING & CREDITS

- a) **Billing address and interval:** The Provider will render a timely, accurate and complete invoice to the proper billing address. Said billing address will be identified when the SNOC orders new service or reconfigures existing service. Further, the billing "end date" (e.g., the 1st of the month, the 10th, or the 20th) will be mutually agreed upon between the User and the Provider.
- b) **Invoicing for a finished service:** Where by necessity a finished service is provisioned by the Provider and other telecommunications carriers, the State requires a single consolidated invoice.
- c) **Billing elements:** Invoice rendered by the Provider should include applicable one-time charges, recurring charges and any prorated charges.
- d) **Application of Credits:** Application of Credits: The ISM shall notify the Provider in writing of any billing or administrative errors, including identifying the amount of the claimed mistake. The Provider shall acknowledge via e-mail or telephone such notification within fifteen (15) days of receipt. Failure to so respond shall be deemed agreement by the Provider to the amount of the claimed mistake. Credits for any billing or administrative errors shall be applied by the Provider to the proper account within forty-five (45) calendar days of notification of such error. The State reserves the right to withhold amounts in dispute pursuant to this section pending resolution thereof.



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Article III. PRICING (Qwest)

Prices listed herein represent the most favorable pricing offered by the Provider to any other customer of similar size, complexity and scope. If the Provider separately offers lower pricing, in accordance with Section 1.06(a), to any Voluntary User or Public Agency, the Provider is obligated to offer the same lower pricing to all Users under this MSA.

Section 3.01 SPECIAL CONSTRUCTION/FUNDING CHARGES

a) **FUNDING.** Service provided herein may be subject to network infrastructure availability which includes, but not limited to, facilities such as transmission lines and switching equipment and may require the expenditure of Qwest capital funds (“Funding”) to provide Service to User. Notwithstanding the above, Qwest shall not be compelled under this Agreement to provide Service in locations where adequate network infrastructure does not exist without Funding approval. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with User in good faith to develop an alternative solution.

Table 3.01: Qwest Special Construction Charges

Special construction may be required when the User requests service where adequate facilities do not exist to the User’s Point of Demarcation as defined pursuant to Section 1.01. Special construction charges will be calculated on a case-by-case basis in such circumstances.

Upon mutual agreement between the User and the Provider, special construction charges may be invoiced in full at the completion of installation or they may be amortized over the term of the service.

QWEST_____

STATE_____

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Section 3.02 ONE-TIME & RECURRING CHARGES

Qwest pricing manually inserted. `

IN WITNESS WHEREOF, the parties have caused the agreement to be executed by their duly authorized representatives.

QWEST CORPORATION

STATE OF IDAHO

By: /s/ Susie Davidsen

By: /s/ Jan G. Cox

Title: Regional Sales Director

Title: Administrator, Div. of Purchasing

Date: 11/10/03

Date: 11/10/03

Service	Quantity	Month to Month	1 Year	2 Years	3 Years	4 Years	5 Years	NRC
Access Link								
T1	1	\$ 138.00	\$ 131.10	\$ 124.20	\$ 117.30	\$ 114.54	\$ 110.40	\$ 500.00
2 x T1	1	\$ 276.00	\$ 262.20	\$ 248.40	\$ 234.60	\$ 229.08	\$ 220.80	\$ 1,000.00
3 x T1	1	\$ 414.00	\$ 393.30	\$ 372.60	\$ 351.90	\$ 343.62	\$ 331.20	\$ 1,500.00
4 x T1	1	\$ 552.00	\$ 524.40	\$ 496.80	\$ 469.20	\$ 458.16	\$ 441.60	\$ 2,000.00
5 x T1	1	\$ 690.00	\$ 655.50	\$ 621.00	\$ 586.50	\$ 572.70	\$ 552.00	\$ 2,500.00
6 x T1	1	\$ 828.00	\$ 786.60	\$ 745.20	\$ 703.80	\$ 687.24	\$ 662.40	\$ 3,000.00
7 x T1	1	\$ 966.00	\$ 917.70	\$ 869.40	\$ 821.10	\$ 801.78	\$ 772.80	\$ 3,500.00
8 x T1	1	\$ 1,104.00	\$ 1,048.80	\$ 993.60	\$ 938.40	\$ 916.32	\$ 883.20	\$ 4,000.00
DS3	1	\$ 914.00	\$ 868.30	\$ 822.60	\$ 776.90	\$ 758.62	\$ 731.20	\$ 1,000.00
OC3	1	\$ 1,371.00	\$ 1,302.45	\$ 1,233.90	\$ 1,165.35	\$ 1,137.93	\$ 1,096.80	\$ 1,000.00
ATM Port								
T1	1	\$ 240.00	\$ 228.00	\$ 216.00	\$ 204.00	\$ 199.20	\$ 192.00	\$ 200.00
2 x T1	1	\$ 480.00	\$ 456.00	\$ 432.00	\$ 408.00	\$ 398.40	\$ 384.00	\$ 400.00
3 x T1	1	\$ 720.00	\$ 684.00	\$ 648.00	\$ 612.00	\$ 597.60	\$ 576.00	\$ 600.00
4 x T1	1	\$ 960.00	\$ 912.00	\$ 864.00	\$ 816.00	\$ 796.80	\$ 768.00	\$ 800.00
5 x T1	1	\$ 1,200.00	\$ 1,140.00	\$ 1,080.00	\$ 1,020.00	\$ 996.00	\$ 960.00	\$ 1,000.00
6 x T1	1	\$ 1,440.00	\$ 1,368.00	\$ 1,296.00	\$ 1,224.00	\$ 1,195.20	\$ 1,152.00	\$ 1,200.00
7 x T1	1	\$ 1,680.00	\$ 1,596.00	\$ 1,512.00	\$ 1,428.00	\$ 1,394.40	\$ 1,344.00	\$ 1,400.00
8 x T1	1	\$ 1,920.00	\$ 1,824.00	\$ 1,728.00	\$ 1,632.00	\$ 1,593.60	\$ 1,536.00	\$ 1,600.00
DS3	1	\$ 600.00	\$ 570.00	\$ 540.00	\$ 510.00	\$ 498.00	\$ 480.00	\$ 200.00
OC3	1	\$ 1,090.00	\$ 1,035.50	\$ 981.00	\$ 926.50	\$ 904.70	\$ 872.00	\$ 200.00
Virtual Path Connection/ Virtual Channel Connection								
VPC	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
VCC	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
CBR								
Bandwidth								
64 Kbps	1	\$ 3.20	\$ 3.04	\$ 2.88	\$ 2.72	\$ 2.66	\$ 2.56	\$ -
75 Kbps	1	\$ 3.71	\$ 3.53	\$ 3.34	\$ 3.16	\$ 3.08	\$ 2.97	\$ -
1 Mbps	1	\$ 45.00	\$ 42.75	\$ 40.50	\$ 38.25	\$ 37.35	\$ 36.00	\$ -
1.787 Mbps	1	\$ 80.42	\$ 76.39	\$ 72.37	\$ 68.35	\$ 66.74	\$ 64.33	\$ -
VBR-rt								
Bandwidth								
64 Kbps	1	\$ 2.72	\$ 2.58	\$ 2.45	\$ 2.31	\$ 2.26	\$ 2.18	\$ -
1 Mbps	1	\$ 38.25	\$ 36.34	\$ 34.43	\$ 32.51	\$ 31.75	\$ 30.60	\$ -
200 Byte Burst	1	\$ 20.00	\$ 19.00	\$ 18.00	\$ 17.00	\$ 16.60	\$ 16.00	\$ -
VBR-nrt								
Bandwidth								
64 Kbps	1	\$ 2.40	\$ 2.28	\$ 2.16	\$ 2.04	\$ 1.99	\$ 1.92	\$ -
1 Mbps	1	\$ 33.75	\$ 32.06	\$ 30.38	\$ 28.69	\$ 28.01	\$ 27.00	\$ -
200 Byte Burst	1	\$ 20.00	\$ 19.00	\$ 18.00	\$ 17.00	\$ 16.60	\$ 16.00	\$ -
ABR								
Bandwidth								
64 Kbps	1	\$ 1.60	\$ 1.52	\$ 1.44	\$ 1.36	\$ 1.33	\$ 1.28	\$ -
1 Mbps	1	\$ 22.50	\$ 21.38	\$ 20.25	\$ 19.13	\$ 18.68	\$ 18.00	\$ -
UBR								
Bandwidth								
64 Kbps	1	\$ 1.12	\$ 1.06	\$ 1.01	\$ 0.95	\$ 0.93	\$ 0.90	\$ -
1 Mbps	1	\$ 15.75	\$ 14.96	\$ 14.18	\$ 13.39	\$ 13.07	\$ 12.60	\$ -
COCC (Only applies when access link is Private Line Transport)								
T1 & n x T1 Ports	1	\$ 1.00	\$ 0.95	\$ 0.90	\$ 0.85	\$ 0.83	\$ 0.80	\$ 25.00
DS3 & OC3 Ports	1	\$ 15.00	\$ 14.25	\$ 13.50	\$ 12.75	\$ 12.45	\$ 12.00	\$ 25.00
EXAMPLE: (1) T1 ATM w/ 1 Mbps CBR on 5 year contract								
	MRC	NRC						
T1 Access Link	110.40	500.00						
T1 Port	192.00	200.00						
VPC	0.00	100.00						
1 Mbps CBR	36.00	0.00						
TOTAL	338.40	800.00						
Notes:								
1. A \$500.00 NRC will be charged per subsequent order for IMA access link, per 1.544 Mbps, DS1 circuit.								

2. A \$200.00 NRC will be charged per subsequent order for IMA ports, per 1.544 Mbps, DS1								
3. A \$160.00 NRC will be charged per subsequent order for VCC or VPC								
4. 64 kbps and 75 kbps PVC increments are only available up to 1.536 Mbps.								
5. Mileage charges apply when providing service to locations served from a non-disclosed central office								
6. When the access link is Private Line Transport, the access link must go to a wiring center where an ATM switch resides								

FRAME RELAY PRICING
4/7/03

	TOTAL					
	Month to Month	1-Year	2-Year	3-Year	4-Year	5-Year
UNI 56K - 64K						
1 PVC	111.53	107.32	105.33	101.33	100.84	100.35
2 PVC	116.78	112.30	110.25	106.19	105.63	105.08
3 PVC	120.04	115.40	113.30	109.21	108.61	108.01
4 PVC	123.31	118.51	116.37	112.23	111.59	110.95
5 PVC	126.54	121.58	119.40	115.22	114.54	113.86
6 to 14, ea	1.24	1.18	1.16	1.15	1.13	1.12
15 to 24, ea	0.27	0.26	0.25	0.25	0.25	0.24
Over 24, ea	0.25	0.25	0.25	0.25	0.25	0.25
UNI 112K - 128K						
1 PVC	246.50	234.18	231.09	228.01	224.93	221.85
2 PVC	249.50	237.03	233.89	230.81	227.68	224.55
3 PVC	252.50	239.88	236.74	233.56	230.43	227.25
4 PVC	255.50	242.73	239.54	236.36	233.13	229.95
5 PVC	258.50	245.58	242.34	239.11	235.88	232.65
6 to 14, ea	1.20	1.15	1.15	1.10	1.10	1.10
15 to 24, ea	0.85	0.80	0.80	0.80	0.80	0.75
Over 24, ea	0.50	0.50	0.45	0.45	0.45	0.45
UNI 224K - 256K						
1 PVC	286.50	272.18	268.59	265.01	261.43	257.85
2 PVC	292.50	277.88	274.24	270.56	266.93	263.25
3 PVC	298.50	283.58	279.84	276.11	272.38	268.65
4 PVC	304.50	289.28	285.49	281.66	277.88	274.05
5 PVC	310.50	294.98	291.09	287.21	283.33	279.45
6 to 14, ea	2.35	2.25	2.20	2.15	2.15	2.10
15 to 24, ea	1.65	1.55	1.55	1.55	1.50	1.50
Over 24, ea	0.50	0.50	0.45	0.45	0.45	0.45
UNI 336K - 384K						
1 PVC	326.50	310.18	306.09	302.01	297.93	293.85
2 PVC	335.25	318.48	314.29	310.11	305.93	301.75
3 PVC	344.00	326.83	322.49	318.21	313.88	309.60
4 PVC	352.75	335.13	330.69	326.31	321.88	317.50
5 PVC	361.50	343.43	338.89	334.41	329.88	325.35
6 to 14, ea	3.50	3.35	3.30	3.25	3.20	3.15
15 to 24, ea	2.50	2.40	2.35	2.30	2.30	2.25
Over 24, ea	0.50	0.50	0.45	0.45	0.45	0.45
UNI 448K - 512K						
1 PVC	361.50	343.43	338.89	334.41	329.88	325.35
2 PVC	371.00	352.48	347.79	343.16	338.53	333.90
3 PVC	380.50	361.48	356.74	351.96	347.23	342.45
4 PVC	390.00	370.53	365.64	360.76	355.88	351.00
5 PVC	399.50	379.53	374.54	369.56	364.53	359.55
6 to 14, ea	3.75	3.55	3.50	3.45	3.40	3.40
15 to 24, ea	2.50	2.40	2.35	2.30	2.30	2.25
Over 24, ea	0.50	0.50	0.45	0.45	0.45	0.45
UNI 672K - 768K						
1 PVC	436.50	414.68	409.24	403.76	398.33	392.85
2 PVC	450.50	427.98	422.34	416.71	411.08	405.45
3 PVC	464.50	441.28	435.49	429.66	423.88	418.05
4 PVC	478.50	454.58	448.59	442.61	436.63	430.65
5 PVC	492.50	467.88	461.74	455.56	449.43	443.25
6 to 14, ea	4.00	3.80	3.75	3.70	3.65	3.60
15 to 24, ea	2.75	2.60	2.60	2.55	2.50	2.50
Over 24, ea	0.85	0.80	0.80	0.80	0.80	0.75
UNI 1.536 Mbps						
1 PVC	366.50	348.18	343.59	339.01	334.43	329.85
2 PVC	403.50	383.33	378.29	373.26	368.18	363.15
3 PVC	440.50	418.48	412.99	407.46	401.98	396.45
4 PVC	477.50	453.63	447.64	441.71	435.73	429.75
5 PVC	514.50	488.78	482.34	475.91	469.48	463.05
6 to 14, ea	19.00	18.05	17.80	17.60	17.35	17.10
15 to 24, ea	5.00	4.75	4.70	4.65	4.55	4.50
Over 24, ea	0.50	0.50	0.45	0.45	0.45	0.45

	Month-to-Month		12 Month		24 Month		36 Month		60 Month	
	MRC	NRC	MRC	NRC	MRC	NRC	MRC	NRC	MRC	NRC
DDS										
Channel Term 56 Kbps	74.15	124.48					66.74	124.48	61.75	124.48
Channel Term 64 Kbps	74.15	124.50					66.74	124.50	61.75	124.50
COCC	85.00	0.00					76.50	0.00	68.00	0.00
Over 0-8 Fixed	25.20	0.00					25.20	0.00	25.20	0.00
Over 0-8 Per Mile	1.25	0.00					1.25	0.00	1.25	0.00
Over 8-25 Fixed	25.20	0.00					25.20	0.00	25.20	0.00
Over 8-25 Per Mile	1.35	0.00					1.35	0.00	1.35	0.00
Over 25-50 Fixed	22.50	0.00					20.25	0.00	18.00	0.00
Over 25-50 Per Mile	0.46	0.00					0.41	0.00	0.37	0.00
Over 50 Fixed	22.50	0.00					20.25	0.00	18.00	0.00
Over 50 Per Mile	0.46	0.00					0.41	0.00	0.37	0.00
DS1										
Channel Termination	125.00	313.25					115.00	313.25	100.00	313.25
COCC	10.00	30.00					9.20	30.00	8.00	30.00
Mux	250.00	75.00					230.00	75.00	200.00	75.00
Over 0-8 Fixed	70.00	0.00					59.50	0.00	52.50	0.00
Over 0-8 Per Mile	10.01	0.00					8.51	0.00	7.51	0.00
Over 8-25 Fixed	80.00	0.00					68.00	0.00	60.00	0.00
Over 8-25 Per Mile	10.99	0.00					9.34	0.00	8.24	0.00
Over 25-50 Fixed	90.00	0.00					76.50	0.00	67.50	0.00
Over 25-50 Per Mile	11.44	0.00					9.72	0.00	8.58	0.00
Over 50 Fixed	100.00	0.00					85.00	0.00	75.00	0.00
Over 50 Per Mile	12.80	0.00					10.88	0.00	9.60	0.00
DS3										
Channel Termination	1,500.00	313.25	1,440.00	313.25	1,425.00	313.25	1,285.00	313.25	1,125.00	313.25
COCC	10.00	12.50	10.00	12.50	10.00	12.50	10.00	12.50	10.00	12.50
Mux	300.00	200.00	290.00	200.00	285.00	200.00	270.00	200.00	240.00	200.00
Over 0-8 Fixed	310.00	See note 3	300.70	See note 3	294.50	See note 3	279.00	See note 3	232.50	See note 3
Over 0-8 Per Mile	80.00	0.00	77.60	0.00	76.00	0.00	72.00	0.00	60.00	0.00
Over 8-25 Fixed	320.00	See note 3	310.40	See note 3	304.00	See note 3	288.00	See note 3	240.00	See note 3
Over 8-25 Per Mile	39.00	0.00	37.83	0.00	37.05	0.00	35.10	0.00	29.25	0.00
Over 25-50 Fixed	330.00	See note 3	320.10	See note 3	313.50	See note 3	297.00	See note 3	247.50	See note 3
Over 25-50 Per Mile	39.00	0.00	37.83	0.00	37.05	0.00	35.10	0.00	29.25	0.00
Over 50-200 Fixed	340.00	See note 3	329.80	See note 3	323.00	See note 3	306.00	See note 3	255.00	See note 3
Over 50-200 Per Mile	39.00	0.00	37.83	0.00	37.05	0.00	35.10	0.00	29.25	0.00
Over 200 Fixed	350.00	See note 3	339.50	See note 3	332.50	See note 3	315.00	See note 3	262.50	See note 3
Over 200 Per Mile	53.00	0.00	51.41	0.00	50.35	0.00	47.70	0.00	39.75	0.00
SST - OC3										
CO NODE	1,550.00	0.00	1,504.00	0.00	1,457.00	0.00	1,395.00	0.00	1,240.00	0.00
CO DS1 PORT	9.00	265.00	8.73	177.00	8.55	89.00	8.10	0.00	7.20	0.00
CO DS3 PORT	134.27	265.00	130.95	177.00	128.25	89.00	119.82	0.00	107.58	0.00
CO STS1 PORT	225.00	265.00	218.25	177.00	213.75	89.00	202.50	0.00	180.00	0.00
REMOTE NODE	820.00	0.00	795.00	0.00	779.00	0.00	738.00	0.00	656.00	0.00
REMOTE DS1 PORT	10.00	265.00	9.70	177.00	9.50	89.00	9.00	0.00	8.00	0.00
REMOTE DS3 PORT	88.00	265.00	85.36	177.00	83.60	89.00	78.97	0.00	70.23	0.00
REMOTE STS1 PORT	180.00	265.00	174.60	177.00	171.00	89.00	162.00	0.00	144.00	0.00
Over 0-8 Fixed	700.00	See note 2	679.00	See note 2	665.00	See note 2	624.44	See note 2	560.00	See note 2
Over 0-8 Per Mile	130.00	See note 2	126.10	See note 2	123.50	See note 2	112.22	See note 2	104.00	See note 2
Over 8-25 Fixed	700.00	See note 2	679.00	See note 2	665.00	See note 2	630.00	See note 2	560.00	See note 2
Over 8-25 Per Mile	130.00	See note 2	126.10	See note 2	123.50	See note 2	117.00	See note 2	104.00	See note 2
Over 25-50 Fixed	700.00	See note 2	679.00	See note 2	665.00	See note 2	630.00	See note 2	560.00	See note 2
Over 25-50 Per Mile	130.00	See note 2	126.10	See note 2	123.50	See note 2	117.00	See note 2	104.00	See note 2
Over 50 Fixed	700.00	See note 2	679.00	See note 2	665.00	See note 2	630.00	See note 2	560.00	See note 2
Over 50 Per Mile	130.00	See note 2	126.10	See note 2	123.50	See note 2	117.00	See note 2	104.00	See note 2
COCC	10.00	20.00	10.00	14.00	10.00	7.00	10.00	0.00	10.00	0.00
SST - OC12										
CO NODE	3,000.00	0.00	2,910.88	0.00	2,819.30	0.00	2,729.45	0.00	2,402.48	0.00
CO DS1 PORT	25.00	265.00	24.25	177.00	23.75	89.00	22.50	0.00	20.00	0.00
CO DS3 PORT	85.00	265.00	82.45	177.00	80.75	89.00	74.19	0.00	67.92	0.00
CO STS1 PORT	150.00	265.00	145.50	177.00	142.50	89.00	135.00	0.00	120.00	0.00
CO OC3 PORT	250.00	265.00	242.50	177.00	237.50	89.00	225.00	0.00	200.00	0.00
REMOTE NODE	2,000.00	0.00	1,940.00	0.00	1,900.00	0.00	1,866.83	0.00	1,607.95	0.00
REMOTE DS1 PORT	28.00	265.00	27.16	177.00	26.60	89.00	25.20	0.00	22.40	0.00
REMOTE DS3 PORT	78.00	265.00	75.66	177.00	74.10	89.00	66.75	0.00	62.28	0.00
REMOTE STS1 PORT	125.00	265.00	121.25	177.00	118.75	89.00	112.50	0.00	100.00	0.00
REMOTE OC3 PORT	230.00	265.00	223.10	177.00	218.50	89.00	207.00	0.00	184.00	0.00
Over 0-8 Fixed	2,500.00	See note 2	2,425.00	See note 2	2,375.00	See note 2	2,250.00	See note 2	2,000.00	See note 2
Over 0-8 Per Mile	200.00	See note 2	194.00	See note 2	190.00	See note 2	180.00	See note 2	160.00	See note 2
Over 8-25 Fixed	2,500.00	See note 2	2,425.00	See note 2	2,375.00	See note 2	2,250.00	See note 2	2,000.00	See note 2
Over 8-25 Per Mile	200.00	See note 2	194.00	See note 2	190.00	See note 2	180.00	See note 2	160.00	See note 2
Over 25-50 Fixed	2,500.00	See note 2	2,425.00	See note 2	2,375.00	See note 2	2,250.00	See note 2	2,000.00	See note 2
Over 25-50 Per Mile	200.00	See note 2	194.00	See note 2	190.00	See note 2	180.00	See note 2	160.00	See note 2
Over 50 Fixed	2,500.00	See note 2	2,425.00	See note 2	2,375.00	See note 2	2,250.00	See note 2	2,000.00	See note 2
Over 50 Per Mile	250.00	See note 2	242.50	See note 2	237.50	See note 2	225.00	See note 2	200.00	See note 2
COCC	10.00	20.00	10.00	14.00	10.00	7.00	10.00	0.00	10.00	0.00

EXAMPLE:	MRC	NRC
(1) 11 P.L.I. w/ no		
mileage on 5 year	200.00	626.50

EXAMPLE:	MRC	NRC
(1) 11 P.L.I. w/ no		
mileage on 5 year		
contract	123.50	248.96

Notes

1. COCC charges apply when connecting between two different services installed as two separate services or systems.
2. A Nonrecurring charge of \$491.00 will apply to Transport Channels (mileage) when installed without a CO Node. When service involves more than one Telephone Company, one half of this nonrecurring charge applies.
3. A nonrecurring charge of \$305.00 will apply to Transport Channels (mileage) when installed without a Channel Termination. When service involves more than one Exchange Telephone Company, one half of this nonrecurring charge applies.

Restructured DSS (Digital Switched Services) Pricing:

Service	1 year	2 year	3 year	5 year	NRC
1 Advanced T1 Facility Up to 24 In-only or 2-way DID trunks	825.00	625.00	600.00	575.00	0.00

Restructured ISDN PRI (Primary Rate Interface) Pricing:

Service	1 year	2 year	3 year	5 year	NRC
1 Advanced T1 Facility	975.00	825.00	800.00	775.00	0.00
Service Configuration					
23B + D trunking					

Idanet™ MASTER SERVICES AGREEMENT

Exhibit 1: Idanet: Standard Service Order Form (sample):

Idanet™ REQUEST FORM		
FAX TO:		
PON:	DATE:	REQUEST DUE DATE:
NEW, ADD, UPGRADE OR DELETE :		NOTES:
DOES THIS REPLACE AN EXISTING CIRCUIT?:		CIRCUIT #
DURATION OF SERVICE _____ MONTHS		

(a) IF NEW

BILLING AGENCY NAME:	
BILLING #:	
BILLING ADDRESS:	
CITY:	ZIP:
BILLING CONTACT:	PHONE:

(b) INFORMATION FOR EACH LOCATION

AGENCY:		
INSTALL CONTACT:	PHONE:	
SITE CONTACT:	PHONE:	
REPAIR CONTACT:	PHONE:	
CIRCUIT TYPE:	SPEED:	CIR:
LOCATION:		
CITY:	ZIP:	
NUMBER OF PVC'S:	POINT TO:	

IdanetTM MASTER SERVICES AGREEMENT

WIRE BEYOND NI?:

TERM AT:

Idanet™ MASTER SERVICES AGREEMENT

Exhibit 1: Idanet: Standard Service Order Form (sample): -- continued --

ORDER TRACKING

PON

(c) AFTER CIRCUIT IS ASSIGNED

CUSTOMER CIRCUIT #		CUSTOMER DLCI	
CUSTOMER CIRCUIT #		CUSTOMER DLCI	

CIRCUIT INSTALL DATE		BY
----------------------	--	----

CIRCUIT TURN-UP DATE:	BY	CRM UPDATED
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If this is an upgrade, when was the disconnect ordered: DATE: PON:	BY	RouterPM UPDATED
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DISCONNECT CONFIRMED, DATE:	BY	WEB TRENDS UPDATED
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BILLING DOCUMENT UPDATED, DATE:	BY
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